

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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CUSHMAN & WAKEFIELD U.S., INC.,

Civil Action No. 22 cv 6514

Plaintiff,

ANSWER

vs.

BOCA PARTNER VENTURES II LLC a/k/a BOCA  
VENTURE PARTNERS II a/k/a BOCA VENTURES  
II,

Defendant.  
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Defendant, Boca Partner Ventures II, LLC a/k/a Boca Venture Partners II  
a/k/a Boca Ventures II, ("Boca"), by its attorneys, Abrams Fensterman, LLP, as and  
for its Answer to the Complaint herein, alleges as follows:

1. Defendant denies the allegations in paragraph "1" of the Complaint.
2. Defendant denies the allegations in paragraph "2" of the Complaint.
3. Defendant denies knowledge and information sufficient to form a belief  
as to the allegations in paragraph "3" of the Complaint.
4. Defendant admits the allegations in paragraph "4" of the Complaint,  
except denies that it is also known as Boca Venture Partners II, LLC or Boca  
Ventures II.
5. Defendant neither admits nor denies the allegations in paragraph "5" of  
the Complaint, and respectfully refers all questions of law to the trier of fact in this  
matter.
6. Defendant neither admits nor denies the allegations in paragraph "6" of

the Complaint, and respectfully refers all questions of law to the trier of fact in this matter.

7. Defendant denies knowledge and information sufficient to form a belief as to the allegations in paragraph “7” of the Complaint.

8. Defendant admits the allegations in paragraph “8” of the Complaint, but specifically avers that Plaintiff is not entitled to any compensation or fees in connection therewith.

9. Defendant neither admits nor denies the allegations in paragraph “9” of the Complaint, and respectfully refers to the trier of fact as to the terms and conditions of any Agreement between the parties and the legal effect of same.

10. Defendant neither admits nor denies the allegations in paragraph “10” of the Complaint, and respectfully refers to the trier of fact as to the terms and conditions of any Agreement between the parties and the legal effect of same.

11. Defendant neither admits nor denies the allegations in paragraph “11” of the Complaint, and respectfully refers to the trier of fact as to the terms and conditions of any Agreement between the parties and the legal effect of same.

12. Defendant neither admits nor denies the allegations in paragraph “12” of the Complaint, and respectfully refers to the trier of fact as to the terms and conditions of any Agreement between the parties and the legal effect of same.

13. Defendant admits the allegations in paragraph “13” of the Complaint and specifically avers that Plaintiff played no part in securing the Synergy Lease.

14. Defendant denies the allegations in paragraph “14” of the Complaint.

15. Defendant denies the allegations in paragraph “15” of the Complaint.

16. Defendant denies the allegations in paragraph “16” of the Complaint.

17. Defendant denies the allegations in paragraph “17” of the Complaint.

18. Defendant denies the allegations in paragraph “18” of the Complaint.

19. Defendant repeats and realleges each and every prior response as if set forth at length hereat.

20. Defendant denies the allegations in paragraph “20” of the Complaint.

21. Defendant denies the allegations in paragraph “21” of the Complaint.

22. Defendant denies the allegations in paragraph “22” of the Complaint.

23. Defendant denies the allegations in paragraph “23” of the Complaint.

24. Defendant repeats and realleges each and every prior response as if set forth at length hereat.

25. Defendant denies the allegations in paragraph “25” of the Complaint.

26. Defendant denies the allegations in paragraph “26” of the Complaint.

27. Defendant denies the allegations in paragraph “27” of the Complaint.

28. Defendant denies the allegations in paragraph “28” of the Complaint.

29. Defendant denies the allegations in paragraph “29” of the Complaint.

30. Defendant denies the allegations in paragraph “30” of the Complaint.

31. Defendant denies the allegations in paragraph “31” of the Complaint.

32. Defendant repeats and realleges each and every prior response as if set forth at length hereat.

33. Defendant denies the allegations in paragraph “33” of the Complaint.

34. Defendant denies the allegations in paragraph “34” of the Complaint.

35. Defendant denies the allegations in paragraph “35” of the Complaint.

36. Defendant denies the allegations in paragraph “36” of the Complaint.

**AS AND FOR A FIRST SEPARATE AND COMPLETE DEFENSE**

37. The Complaint fails to state a cause of action upon which relief may be granted as against the Defendant.

**AS AND FOR A SECOND SEPARATE AND COMPLETE DEFENSE**

38. Plaintiff's claims are barred by the doctrines of unclean hands and equitable estoppel.

**AS AND FOR A THIRD SEPARATE AND COMPLETE DEFENSE**

39. Failure of consideration.

**AS AND FOR A FOURTH SEPARATE AND COMPLETE DEFENSE**

40. Plaintiff played no part in securing the Synergy Lease, and therefore, is not entitled to any fees or compensation in connection therewith.

**AS AND FOR A FIFTH SEPARATE AND COMPLETE DEFENSE**

41. Plaintiff's broker/agent had a pecuniary interest in the one service attempted by Plaintiff, which bars any recovery herein by Plaintiff.



RESERVATION OF RIGHTS BY DEFENDANT

The Defendant hereby gives notice that it may assert and/or rely upon other defenses if and when such defenses become known during the course of discovery or investigation, and hereby reserves the right to amend this Answer to assert any other defenses, cross-claims, counterclaims, or third-party claims as they become known.

WHEREFORE, Defendant demands judgment dismissing the Complaint herein, along with an award of attorneys' fees and costs, and such other and further relief as the Court may deem just, proper, and equitable.

Dated: September 15, 2022

ABRAMS FENSTERMAN, LLP

By: 

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